
HOUSE BILL 2751

State of Washington

57th Legislature

2002 Regular Session

By Representatives Dunshee, Mulliken and Berkey

Read first time 01/25/2002. Referred to Committee on Local Government & Housing.

1 AN ACT Relating to the residential real property seller disclosure
2 statement; and amending RCW 64.06.020.

3 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

4 **Sec. 1.** RCW 64.06.020 and 1996 c 301 s 2 are each amended to read
5 as follows:

6 (1) In a transaction for the sale of residential real property, the
7 seller shall, unless the buyer has expressly waived the right to
8 receive the disclosure statement, or unless the transfer is exempt
9 under RCW 64.06.010, deliver to the buyer a completed real property
10 transfer disclosure statement in the following format and that
11 contains, at a minimum, the following information:

12 INSTRUCTIONS TO THE SELLER

13 Please complete the following form. Do not leave any spaces blank. If
14 the question clearly does not apply to the property write "NA". If the
15 answer is "yes" to any * items, please explain on attached sheets.
16 Please refer to the line number(s) of the question(s) when you provide
17 your explanation(s). For your protection you must date and sign each
18 page of this disclosure statement and each attachment. Delivery of the
19 disclosure statement must occur not later than five business days,

1 unless otherwise agreed, after mutual acceptance of a written contract
2 to purchase between a buyer and a seller.

3 NOTICE TO THE BUYER

4 THE FOLLOWING DISCLOSURES ARE MADE BY (~~THE SELLER(S), CONCERNING~~)
5 SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT
6 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

7 (~~DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE~~
8 ~~BASIS OF~~) SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL
9 FACTS OR MATERIAL DEFECTS THAT ARE NOT APPARENT OR READILY
10 ASCERTAINABLE TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
11 PROPERTY AT THE TIME (~~THIS DISCLOSURE FORM IS COMPLETED BY THE~~
12 ~~SELLER.~~) SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND
13 SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE BUSINESS DAYS(~~(~~
14 ~~UNLESS OTHERWISE AGREED, FROM THE SELLER'S DELIVERY OF THIS SELLER'S)~~
15 FROM THE DAY SELLER DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO
16 RESCIND ((YOUR)) THE AGREEMENT BY DELIVERING ((YOUR SEPARATE)) A
17 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO ((THE SELLER,
18 UNLESS YOU WAIVE THIS RIGHT)) SELLER. YOU MAY, HOWEVER, WAIVE THE
19 RIGHT TO RESCIND AT OR PRIOR TO ((ENTERING)) THE TIME YOU ENTER INTO A
20 SALE AGREEMENT.

21 THE FOLLOWING ARE DISCLOSURES MADE BY ((THE)) SELLER AND ARE NOT THE
22 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
23 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF
24 ANY WRITTEN AGREEMENT BETWEEN ((THE)) BUYER AND ((THE)) SELLER.

25 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
26 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF ((A
27 ~~QUALIFIED SPECIALIST TO INSPECT THE PROPERTY ON YOUR BEHALF, FOR~~
28 ~~EXAMPLE~~) QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE,
29 WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
30 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, OR PEST AND DRY ROT
31 INSPECTORS. THE PROSPECTIVE BUYER AND ((THE OWNER)) SELLER MAY WISH TO
32 OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY ((AND)) OR TO
33 PROVIDE ((FOR)) APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH
34 RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

35 Seller is/ is not occupying the property.

36 I. SELLER'S DISCLOSURES:

1 *If ((~~"Yes"~~ attach a copy or explain)) you answer "Yes" to a question
2 with an asterisk (*), please explain your answer and attach documents,
3 if available and not otherwise publicly recorded. If necessary, use an
4 attached sheet.

5 **1. TITLE**

- 6 []Yes []No []Don't know A. Do you have legal authority to sell
7 the property? If no, please explain.
- 8 []Yes []No []Don't know *B. Is title to the property subject to
9 any of the following?
10 (1) First right of refusal
11 (2) Option
12 (3) Lease or rental agreement
13 (4) Life estate?
- 14 []Yes []No []Don't know *C. Are there any encroachments,
15 boundary agreements, or boundary
16 disputes?
- 17 []Yes []No []Don't know *D. Are there any rights of way,
18 easements, or access limitations that
19 may affect the ((~~owner's~~)) Buyer's use
20 of the property?
- 21 []Yes []No []Don't know *E. Are there any written agreements
22 for joint maintenance of an easement or
23 right of way?
- 24 []Yes []No []Don't know *F. Is there any study, survey project,
25 or notice that would adversely affect
26 the property?
- 27 []Yes []No []Don't know *G. Are there any pending or existing
28 assessments against the property?
- 29 []Yes []No []Don't know *H. Are there any zoning violations,
30 nonconforming uses, or any unusual
31 restrictions on the ((~~subject~~))
32 property that would affect future
33 construction or remodeling?
- 34 []Yes []No []Don't know *I. Is there a boundary survey for the
35 property?
- 36 []Yes []No []Don't know *J. Are there any covenants,
37 conditions, or restrictions which
38 affect the property?

2. WATER

A. Household Water

(1) The source of ((the)) water for the property is:

- [] Publicly owned water system
[] Private well serving only the subject property
*[] Other water system

[] Yes [] No [] Don't know

*If shared, are there any written agreements?

- (([] Public [] Community [] Private [] Shared

(2) Water source information:

[] Yes [] No [] Don't know

*a. Are there any written agreements for shared water source?)

[] Yes [] No [] Don't know

(((*b-)) *(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?

[] Yes [] No [] Don't know

(((*c-)) *(3) Are there any known problems or repairs needed?

[] Yes [] No [] Don't know

(((*d.-Does)) (4) During your ownership, has the source ((provide)) provided an adequate year round supply of potable water? If no, please explain.

[] Yes [] No [] Don't know

(((*3-)) *(5) Are there any water treatment systems for the property? If yes, are they [] Leased [] Owned

[] Don't know

(6) If the water source is not publicly owned, when was it last tested for water quality? Year:

B. Irrigation

[] Yes [] No [] Don't know

(1) Are there any water rights for the property?

1 []Yes []No []Don't know ((*(2) If they exist, to your
 2 knowledge,))
 3 *(a) If yes, have the
 4 water rights been used
 5 during the last ((five-
 6 year period)) five
 7 years?
 8 []Yes []No []Don't know ((*(3)) *(b) If so, is the
 9 certificate available?

C. Outdoor Sprinkler System

11 []Yes []No []Don't know (1) Is there an outdoor sprinkler
 12 system for the property?
 13 []Yes []No []Don't know ((*(2)) (2) If yes, are there any
 14 defects in the ((outdoor
 15 sprinkler)) system?
 16 []Yes []No []Don't know *(3) If yes, is the sprinkler
 17 system connected to irrigation
 18 water?

3. SEWER/SEPTIC SYSTEM

20 A. The property is served by:
 21 []Public sewer main, []Septic
 22 ((tank)) system (including pipes,
 23 tanks, drainfields, and all other
 24 component parts) []Other disposal
 25 system ((describe)) Please describe:
 26

27 []Yes []No []Don't know B. If the property is served by a
 28 public or community sewer main, is the
 29 house connected to the main? If no,
 30 please explain.

31 []Yes []No []Don't know C. Is the property ((currently subject
 32 to a sewer capacity charge)) subject to
 33 any fees or charges in addition to
 34 those covered in your regularly billed
 35 statement? If yes, how much?

36 []Yes []No []Don't know D. If the property is connected to a
 37 septic system:
 38 []Yes []No []Don't know *(1) Was a permit issued for its
 39 construction, and was it approved

1 by the city or county following
 2 its construction?
 3 (2) When was it last pumped:
 4 ((7-19)). . .
 5 []Yes []No []Don't know *(3) Are there any defects in the
 6 operation of the septic system?
 7 []Don't know (4) When was it last inspected?
 8 ((7-19)). . .
 9 By Whom:
 10 []Don't know (5) For how many bedrooms was the
 11 septic system approved ((for))?
 12 bedrooms
 13 []Yes []No []Don't know ((*E.—Do)) E. Are all plumbing
 14 fixtures, including laundry drain,
 15 ((go)) connected to the septic/sewer
 16 system? If no, please explain:
 17
 18 []Yes []No []Don't know *F. ((Are you aware of)) Have there
 19 been any changes or repairs to the
 20 septic system?
 21 []Yes []No []Don't know G. Is the septic ((tank)) system((7
 22 including the drainfield,)) located
 23 entirely within the boundaries of the
 24 property? If no, please explain.
 25

26 **4. STRUCTURAL**

27 []Yes []No []Don't know *A. During your ownership, has the roof
 28 leaked?
 29 (([]Yes []No []Don't know If yes, has it been repaired?))
 30 []Yes []No []Don't know *B. During your ownership, has the
 31 basement flooded or leaked?
 32 []Yes []No []Don't know *C. During your ownership, have there
 33 been any conversions, additions, or
 34 remodeling?
 35 []Yes []No []Don't know ((*1-)) *(1) If yes, were all
 36 building permits obtained?
 37 []Yes []No []Don't know ((*2-)) *(2) If yes, were all
 38 final inspections obtained?

1 (~~[]Yes []No []Don't know~~ C. Do you know the age of the house?
 2 If yes, year of original construction:
 3 ~~.....~~)
 4 []Yes []No []Don't know * (3) Have all contractors,
 5 subcontractors, suppliers, and
 6 laborers been paid?
 7 []Yes []No []Don't know *D. (~~Do you know of~~) During your
 8 ownership, has there been any settling,
 9 slippage, or sliding of (either the
 10 house or other structures/improvements
 11 located on the property? If yes,
 12 explain:) the property or its
 13 improvements?
 14 (~~.....~~)
 15 []Yes []No []Don't know *E. (~~Do you know of~~) Are there any
 16 defects with the following: (If yes,
 17 please check applicable items and
 18 explain.)

- | | | | |
|----|--|---|---|
| 19 | <input type="checkbox"/> Foundations | <input type="checkbox"/> Decks | <input type="checkbox"/> Exterior Walls |
| 20 | <input type="checkbox"/> Chimneys | <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarm |
| 21 | <input type="checkbox"/> Doors | <input type="checkbox"/> Windows | <input type="checkbox"/> Patio |
| 22 | <input type="checkbox"/> Ceilings | <input type="checkbox"/> Slab Floors | <input type="checkbox"/> Driveways |
| 23 | <input type="checkbox"/> Pools | <input type="checkbox"/> Hot Tub | <input type="checkbox"/> Sauna |
| 24 | <input type="checkbox"/> Sidewalks | <input type="checkbox"/> Outbuildings | <input type="checkbox"/> Fireplaces |
| 25 | <input type="checkbox"/> Garage Floors | <input type="checkbox"/> Walkways | <input type="checkbox"/> <u>Siding</u> |
| 26 | <input type="checkbox"/> Other | <input type="checkbox"/> Wood Stoves | |

27 []Yes []No []Don't know *F. (~~Was a pest or dry rot,~~
 28 ~~structural or "whole house"~~
 29 ~~inspection done? When and by whom~~
 30 ~~was the inspection completed? . .~~
 31 ~~[]Yes []No []Don't know~~ *G. Since assuming ownership, has
 32 your property had a problem with
 33 wood destroying organisms and/or
 34 have there been any problems with
 35 pest control, infestations, or
 36 vermin?)) During your ownership,
 37 has the property had any dry rot
 38 or pest infestation?

5. SYSTEMS AND FIXTURES

((If)) *A. If any of the following systems or fixtures are included with the transfer, ((do they have any existing defects:)) are there any defects? If yes, please explain.

- []Yes []No []Don't know ((A-)) Electrical system, including wiring, switches, outlets, and service
[]Yes []No []Don't know ((B-)) Plumbing system, including pipes, faucets, fixtures, and toilets
[]Yes []No []Don't know ((C-)) Hot water tank
[]Yes []No []Don't know ((D-)) Garbage disposal
[]Yes []No []Don't know ((E-)) Appliances
[]Yes []No []Don't know ((F-)) Sump pump
[]Yes []No []Don't know ((G-)) Heating and cooling systems
[]Yes []No []Don't know ((H-)) Security system [] Owned [] Leased
[]Yes []No []Don't know ((I-)) Other

*B. If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)

- []Yes []No []Don't know Security system
[]Yes []No []Don't know Tanks (type):
[]Yes []No []Don't know Satellite dish
[]Yes []No []Don't know Other:

6. COMMON INTERESTS

- []Yes []No []Don't know A. Is there a Home Owners' Association? Name of Association
[]Yes []No []Don't know B. Are there regular periodic assessments: \$. . . per [] Month [] Year [] Other
[]Yes []No []Don't know *C. Are there any pending special assessments?

1 []Yes []No []Don't know *D. Are there any shared "common areas"
2 or any joint maintenance agreements
3 (facilities such as walls, fences,
4 landscaping, pools, tennis courts,
5 walkways, or other areas co-owned in
6 undivided interest with others)?

7 **7. GENERAL**

8 []Yes []No []Don't know *A. (~~(Is there any settling, soil,~~)
9 During your ownership, has there been
10 any standing water((~~7~~)) or drainage
11 problems on the property?

12 []Yes []No []Don't know *B. Does the property contain any fill
13 material?

14 []Yes []No []Don't know *C. Is there any material damage to the
15 property (~~(or any of the structure)~~)
16 from fire, wind, floods, beach
17 movements, earthquake, expansive soils,
18 or landslides?

19 []Yes []No []Don't know D. Is the property in a designated
20 flood plain?

21 []Yes []No []Don't know E. Has the local (city or county)
22 planning agency designated your
23 property as a "frequently flooded
24 area"?

25 []Yes []No []Don't know ((~~*E-~~)) *F. Are there any substances,
26 materials, or products on the property
27 that may be ((~~an~~)) environmental
28 (~~(hazard such as, but not limited to,~~)
29 limitations, such as asbestos,
30 formaldehyde, radon gas, lead-based
31 paint, fuel or chemical storage tanks,
32 ((~~and~~)) mold, or contaminated soil or
33 water ((~~on the subject property~~))?

34 []Yes []No []Don't know ((~~*F-~~)) *G. Are there any tanks or
35 underground storage tanks (e.g.,
36 chemical, fuel, etc.) on the property?

37 []Yes []No []Don't know ((~~*G-~~)) *H. Has the property ever been
38 used as an illegal drug manufacturing
39 site?

8. MANUFACTURED AND MOBILE HOMES

If the property includes a manufactured or mobile home for which title has not been eliminated under chapter 65.20 RCW,

[]Yes []No []Don't know

*A. Did you make any alterations to the home? If yes, please describe the alterations:

.....

[]Yes []No []Don't know

*B. Did any previous owner make any alterations to the home? If yes, please describe the alterations:

.....

~~((8-))~~ 9. FULL DISCLOSURE BY SELLERS

A. Other conditions or defects:

[]Yes []No []Don't know

*Are there any other ~~existing~~ material defects or material facts affecting ((this)) the property ((or its value that a prospective buyer should know about)) that are not apparent or readily ascertainable to Buyer?

B. Verification:

The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy hereof. I/we authorize all of my/our real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.

DATE SELLER SELLER

II. BUYER'S ACKNOWLEDGMENT

A. ~~((As buyer(s), I/we acknowledge the))~~ Buyer hereby acknowledges that: Buyer has a duty to pay diligent attention to any material defects ((which)) that are known to ((me/us)) Buyer or

- 1 can be known to ((me/us)) Buyer by utilizing
 2 diligent attention and observation.
- 3 B. ~~((Each buyer acknowledges and understands that))~~
 4 The disclosures set forth in this statement and
 5 in any amendments to this statement are made only
 6 by the Seller and not by any real estate licensee
 7 or other party.
- 8 C. Buyer acknowledges that, pursuant to RCW
 9 64.06.050(2), real estate licensees are not
 10 liable for inaccurate information provided by
 11 Seller, except to the extent that real estate
 12 licensees know of such inaccurate information.
- 13 D. This information is for disclosure only and is
 14 not intended to be a part of the written
 15 agreement between the Buyer and Seller.
- 16 E. Buyer (which term includes all persons signing
 17 the "Buyer's acceptance" portion of this
 18 disclosure statement below) ~~((hereby acknowledges~~
 19 ~~receipt of))~~ has received a copy of this
 20 Disclosure Statement (including attachments, if
 21 any) bearing Seller's signature.

22 DISCLOSURES CONTAINED IN THIS ~~((FORM))~~ DISCLOSURE STATEMENT ARE
 23 PROVIDED BY ~~((THE))~~ SELLER BASED ON ~~((THE BASIS OF))~~ SELLER'S ACTUAL
 24 KNOWLEDGE OF THE PROPERTY AT THE TIME ~~((OF DISCLOSURE. YOU, THE~~
 25 ~~BUYER,))~~ SELLER COMPLETES THIS DISCLOSURE STATEMENT, UNLESS BUYER AND
 26 SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS
 27 DAYS ~~((, UNLESS OTHERWISE AGREED, FROM THE SELLER'S DELIVERY OF THIS~~
 28 ~~SELLER'S))~~ FROM THE DAY SELLER DELIVERS THIS DISCLOSURE STATEMENT TO
 29 RESCIND ~~((YOUR))~~ THE AGREEMENT BY DELIVERING ~~((YOUR SEPARATE SIGNED))~~
 30 A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO ~~((THE))~~ SELLER
 31 ~~((UNLESS YOU WAIVE THIS RIGHT OF RESCISSION)). BUYER MAY, HOWEVER,~~
 32 WAIVE THE RIGHT TO RESCIND AT OR PRIOR TO THE TIME BUYER ENTERS INTO A
 33 PURCHASE AND SALE AGREEMENT.

34 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS ~~((REAL PROPERTY~~
 35 ~~TRANSFER))~~ DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES
 36 MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE
 37 LICENSEE OR OTHER PARTY.

38 DATE BUYER BUYER

1 (2) The real property transfer disclosure statement shall be for
2 disclosure only, and shall not be considered part of any written
3 agreement between the buyer and seller of residential real property.
4 The real property transfer disclosure statement shall be only a
5 disclosure made by the seller, and not any real estate licensee
6 involved in the transaction, and shall not be construed as a warranty
7 of any kind by the seller or any real estate licensee involved in the
8 transaction.

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